



**DISTRICT
F A S
STANDARD AGREEMENT**

FOR COUNTY USE ONLY

| | | | | | | | | | |
|--|-------------------------------------|--------------|--|----------------|----------------------|-------|--|--------------------------|--|
| E | <input checked="" type="checkbox"/> | New | Vendor Code | | SC | Dept. | A | Agreement Number 03- | |
| M | <input type="checkbox"/> | Change | | | | | | | |
| X | <input type="checkbox"/> | Cancel | | | | | | | |
| DISTRICT San Bernardino County Consolidated Fire District, County Service Area 38, County Service Area 38, Improvement Zone M, and County Service Area 63 | | | | | Dept. | | Orgn. | Agreement or License No. | |
| County Department Agreement Representative Peter R. Hills, Fire Chief/Fire Warden | | | | | Ph. Ext. 387-5948 | | Amount of Agreement \$ 39,634.00 per fiscal year | | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | Activity | | GRC/PROJ/JOB Number | | |
| SGP | 290 | 339 | 200 | 2445 | | | | | |
| Commodity Code | | | Estimated Payment Total by Fiscal Year | | | | | | |
| | | | FY | Amount | I/D | FY | Amount | | |
| Project Name | | | | | | | | | |
| Fire Protection and Advanced Life Support Services | | | | | | | | | |
| Agreement | | | | | | | | | |

THIS AGREEMENT is entered into in the State of California by and between the San Bernardino County Service Area 38, hereinafter called the "District", and the City of Yucaipa, hereinafter called the "City".

Name
CITY OF YUCAIPA

Address
Attn: John Tooker, CITY Manager
34272 Yucaipa Blvd.
Yucaipa, CA 92399

Phone
(909) 797-2489

Federal ID No. or Social Security No.

hereinafter called **CITY**

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN COUNTY SERVICE AREA 38,
COUNTY SERVICE AREA 38,ZONE M, COUNTY SERVICE AREA 63,
AND
CITY OF YUCAIPA**

This Agreement is made and entered into by and between County Service Area 38, (hereinafter referred to as "CSA 38"), County Service Area 38, Zone M (hereinafter referred to as "CSA 38-Zone M"), County Service Area 63 (hereinafter referred to as "CSA 63") and the CITY of Yucaipa (hereinafter to as "CITY").

WITNESSETH:

WHEREAS, effective July 1, 1999, CITY has detached from CSA 38 and CSA 38 Zone M for the purpose of providing fire protection and advanced life support ("ALS") Paramedic services within the City's jurisdictional boundaries, which services have been contracted by City to be provided by the California Department of Forestry ("CDF"); and

WHEREAS, CDF has been the fire protection and ALS/Paramedic service provider under contract to CSA 38 and CSA 38 Zone M in that area depicted in Exhibit "A" hereto as "Area A", and

WHEREAS, CSA 38 and CSA 38 Zone M find it desirable for fire protection under contract to CSA 38 and CSA 38 Zone M to be provided in "Area A" by City through its contract with CDF, and City agrees to contract and provide for such services at no additional cost to City; and,

WHEREAS, it is the intent of the parties hereto that fire services in that portion of CSA 38 depicted as "Area A" on Exhibit "A" hereto, be furnished to CSA 38 by City by and through its contract with CDF, subject to the terms and conditions contained herein; and,

WHEREAS, it is further the intent of the parties that the ALS/Paramedic Service in a portion of CSA 38 zone M, depicted as "Area A" on Exhibit "A" hereto, be furnished to CSA 38 Zone M by City by and through its contract with CDF, subject to the terms and conditions contained herein; and,

WHEREAS, it is further the intent of the parties hereto that City provide fire protection and ALS/Paramedic services to "Area A" (as noted above) and that CSA 38 and CSA 38 M pay CITY the agreed-upon cost for providing these services.

NOW, THEREFORE, it is agreed as follows:

1. During the term of this Agreement, City shall be designated as the fire services and ALS/Paramedic services provider to "Area A", and the Fire Chief designated by City for providing fire protection services to and within City shall act as the Fire Chief for "Area A", together with all the powers, duties and responsibilities associated with that position in providing the services pursuant to this Agreement.
2. City will furnish to "Area A" fire protection services, including ALS/Paramedic services at the same level previously supplied by CSA 38.
3. City will furnish to "Area A" fire cause and origin determination including investigations at the same level, which it furnished within its own boundaries.
4. City will include "Area A" in fire department disaster response planning at the same level City furnishes within its own boundaries.
5. City is authorized to collect fire prevention inspection fees, *excluding fire protection planning fees*, in "Area A" which fees shall be adopted by Resolution of the City, and which services shall be provided in accordance with County Ordinance No. 37-28.

6. CSA 38 will continue to provide fire protection planning and *collect related fees* to "Area A" and shall provide City with copies of commercial and industrial project conditions upon final approval of such projects by the County of San Bernardino.
7. City shall submit during the term of this Agreement to CSA 38, a yearly report of all fire and ALS/Paramedic services provided within "Area A".

TERMS:

8. **Term and Termination.** This Agreement shall become effective upon adoption by the Board of Supervisors and adoption and execution by the City of Yucaipa, and shall continue in effect until terminated by mutual written agreement of the parties, or by either party by giving the other party 180 days written notice of the party's intent to terminate this Agreement.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such address as the respective parties may provide in writing for this purpose:

CSA 38; CSA 38 ZONE M; CSA 63:

San Bernardino County Consolidated Fire District/CSA 38
Attn: Peter R. Hills, Fire Chief/Fire Warden
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

CITY:

City of Yucaipa
Attn: John Tooker, CITY Manager
34272 Yucaipa Blvd.
Yucaipa, CA 92399

9. **Payment.** CSA 38 and CSA 38 Zone M shall pay the sum of \$39,634.00 for each fiscal year of fire protection and ALS/Paramedic provided by City during the term of this Agreement. Such payment by CSA 38 and CSA 38 Zone M to City shall be an amount not to exceed that set forth in "Exhibit B" of this Agreement. Such payment by CSA 38 and CSA 38 Zone M to City shall be made semi-annually on or before December 31 and April 30 of each year. City may give notice to CSA 38 of increased costs incurred by City in providing the services pursuant to this Agreement, and this Agreement may be amended to reflect the increased costs to City, with any such amendment to be effective the date the costs for City are increased. CSA 38 and CSA 38 Zone M shall have the option to terminate this Agreement if the parties cannot agree on the amount of additional costs proposed by City. Should City annex all or any portion of "Area A" or otherwise become legally obligated to provide fire protection services to any or all of "Area A" at any time during the effective period of the Agreement, the parties hereto agree to pro-rate the actual reimbursement to City for those services covered by this Agreement.
10. **Premises Lease.** CSA 38 and CSA 63 hereby lease to City the real property, together with the fixtures and furnishings described on "Exhibit C" (the Leased Premises") for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. During the term of this Agreement, City shall maintain in good repair the heating, ventilation and cooling system, plumbing and electrical systems, exterior walls, windows, roof, sidewalks, and other like portions of the Leased Premises. City shall be financially responsible for said maintenance and repairs up to a maximum of \$250 per occurrence. Any repairs and maintenance exceeding \$250 per occurrence must receive prior authorization from CSA 38 and CSA 63 which shall be financially responsible for any such pre-authorized repairs. An occurrence shall be defined as all repair parts/items, including normal labor as per industry standards for that repair item. An example would be replacement of the water heater would include the water heater, assorted plumbing parts/fittings and installation labor. CSA 38 and CSA 63

may not unreasonably withhold authorization for any repairs or maintenance which are necessary to the peaceful occupancy of the Leased Premises, or which are necessary for the replacement of fixtures and furnishings which have exceeded their useful life.

11. Utilities. City shall pay all utility service charges, including charges for electricity, gas, water, sanitation, telephone and refuse disposal services provided to the Leased Premises.
12. Maintenance Expense. City shall provide all necessary routine maintenance expense including janitorial interior maintenance and landscaping maintenance for the Leased Premises.
13. Fire/ALS/Paramedic Apparatus and Equipment. CSA 38 and CSA 38 Zone M hereby leases to City the fire vehicles, apparatus, equipment and property described on Exhibit "D" (the Vehicular Property) for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. During the term of this Agreement, City shall maintain in good repair, by way of a preventative maintenance program and good stewardship, the fire equipment, and shall be financially responsible for said maintenance and repairs up to a maximum of \$500 per occurrence, or an annual combined limit for all apparatus and equipment in the amount of \$2500. Any repairs and maintenance exceeding \$500 per occurrence, or over the combined annual amount of \$2500 for all apparatus and equipment must receive prior authorization from CSA 38 or CSA 38 Zone M, which shall be financially responsible for any such pre-authorized repairs. An occurrence shall be defined as all repair parts/items and labor as per industry standards for that repair item. An example would be a fire engine that breaks down on an incident because of motor/engine problems. The costs of towing, all repair parts/items and labor to get the motor/engine repaired and the fire engine back in service would be included in the occurrence. CSA 38 and CSA 38 Zone M shall further be financially responsible for necessary replacement of the cost of providing and operating equipment.

Cost of Providing and Operating Equipment: The cost of providing, maintaining, operating and replacing any and all property, furnishings and equipment, real or personal, previously furnished by CSA 38 or CSA 38 Zone M for fire protection and ALS/Paramedic services (other than the fire equipment set forth in Exhibit "D" and provided for hereinabove) shall be borne by CSA 38 and CSA 38 Zone M unless otherwise provided for herein or by separate written agreement, or in section 13A below.

- 13A Personal Protective Equipment, Excluding Self Contained Breathing Apparatus (SCBA). The CITY shall, after signing this agreement, provide and maintain, as replacement, all structural and wildland personal protective clothing. CSA 38 and CSA 38 Zone M shall provide serviceable M.S.A. Self Contained Breathing Apparatus (SCBA's) at their expense.
14. Indemnification. CSA 38, CSA 38 Zone M and CSA 63, to the extent permitted by law, agree to indemnify, defend, and hold harmless the City, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from CSA 38, CSA 38 Zone M, and CSA 63's negligent acts or omissions which arise from CSA 38, CSA 38 Zone M, and CSA 63's performance of its obligations under this Agreement.

The City, to the extent permitted by law, agrees to indemnify and hold harmless CSA 38, CSA 38, Zone M, and CSA 63 and their officers, employees, agents and volunteers from any and all claims, actions, losses or damages and/or liability arising out of the City's performance of its obligations under this Agreement.

In the event CSA 38, CSA 38 Zone M, CSA 63 and/or City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the agreement, CSA 38, CSA 38 Zone M, CSA 63 and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if CSA 38, CSA 38 Zone M, CSA 63 or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, CSA 38, CSA 38 Zone M, CSA 63 and City agrees that any alleged negligence of the employee shall not be construed against the employer of that employee.

15. Insurance. County Service Area 38 and County Service Area 63 hereby agree to obtain and purchase physical damage coverage for the specified leased vehicles and property insurance on the leased facility. The City shall provide all insurance as specified below in addition to premises liability coverage with limits of \$1,000,000 per claim or occurrence for the subject leased facility

Without in any way affecting the indemnity herein provided and in addition thereto, the City shall secure and maintain throughout the contract the following types of insurance or self-insurance with limits as shown:

Contract Services. CSA 38 and CSA 38 Zone M have reviewed City's contract with CDF for fire protection and ALS/Paramedic service, a copy of which is attached hereto as Exhibit "E" and incorporated herein in full by this reference (the "CDF Contract"), which services shall be provided to "Area A" pursuant to that Contract. City shall provide, through the CDF Contract, those forms and levels of insurance set forth therein, and City shall ensure that in all policies and as to all coverages provided by CDF to City, CSA 38 and CSA 38 Zone M are named as additional insureds with respect to liabilities arising out of the performance of services to "Area A".

Non-Contract Services. For those services, which are provided by City pursuant to this Agreement, other than the services provided to City through the CDF Contract, City shall secure and maintain the following types of insurance or self-insurance with limits as shown:

- A. **Workers' Compensation.** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State and California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the City and all risks to such persons under this Agreement.
- B. **Comprehensive General and Automobile Liability Insurance or Self-Insurance.** This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. **Additional Named Insured.** All policies or self-insurance, except Workers' Compensation, shall contain additional endorsements naming CSA 38 and the County, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of City's performance of services hereunder.
- D. **Policies Primary and Non-Contributory.** All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by CSA 38 and CSA 38 Zone M.

Proof of Coverage. City shall, within sixty (60) days of commencement of this Agreement, furnish certificates of insurance or self-insurance to CSA 38, evidencing the insurance coverage including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CSA 38, and City shall maintain such insurance from the time City commences performance of services hereunder until the completion of such services.

IN WITNESS THEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CSA 38, CSA 38 ZONE M, CSA 63

CITY

(Print or type name of corporation, company, Agreement or, etc.)

► _____
Dennis Hansberger, Chairman of the Board of Supervisors,
acting in its capacity as the governing body of CSA 38,
CSA 38 Zone M and CSA 63.

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing Agreement)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

Title _____
(Print or Type)

Dated: _____

By _____
Deputy

Address _____

| | | |
|---------------------------|----------------------------------|--------------------------|
| Approved as to Legal Form | Reviewed by Agreement Compliance | Reviewed for Processing |
| ► _____ | ► _____ | ► _____ |
| County Counsel | | Agency Administrator/CAO |
| Date _____ | Date _____ | Date _____ |

EXHIBIT "A"

AREA A MAP

Provided by County Fire/County mapping. Attached as EXHIBIT "A."

EXHIBIT "B"
PAYMENT SCHEDULE

The County, CSA 38, CSA 38-Zone M shall make provision to pay the City at a rate of 50% of the total contract amount, two times per year. The City shall prepare and remit invoices to the County 30 days prior to the due date. The payments shall be due no later than December 31st and April 30th of each fiscal year. Payments received after these due dates may be subject to a penalty of 10% per each 30-day period.

“EXHIBIT C ”

**SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT and
COUNTY SERVICE AREA 38 and
CITY OF YUCAIPA
‘LEASED PREMISES**

Subject to the terms of this Fire Protection Services Agreement, San Bernardino County Consolidated Fire District, CSA 38 and CSA 38, Zone M, CSA 63, leases the following items of real and personal property to the CITY of Yucaipa, California:

REAL PROPERTY

San Bernardino County-owned real property located at:
11877 Oak Glen Road
Yucaipa, California

“EXHIBIT D”

VEHICULAR PROPERTY

| <u>ITEM DESCRIPTION</u> | <u>COUNTY NUMBER</u> | <u>RADIO NUMBER</u> |
|--|----------------------|-------------------------|
| One (1) Fire Engine: 1987 Ford (Beck Type 1) | 18386 | E 39 |
| One (1) Brush Patrol 1986 Ford 350 4 x 4 | 5177 | BP 39 |
| One (1) Water Tender 2000 KME International | 19329 | WT39 |

